



WORK ORDER/CONTRACT FOR PROFESSIONAL SERVICES

Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216-1037
(317) 826-7100 FAX: (317) 826-7200

Date Ordered:	11-24-04	Taken By:	JSW	Job #:	4318.001
CLIENT:	Whitley County, IN			Tel. #:	260-248-3135
Representative:	Dan Weigold			Tel. #:	260-248-3135
Title:	County Draftsman			E-mail Add.	wcdraftsman@whitleynet.org
Billing Address:	101 West Van Buren Street			FAX:	
City:	Columbia City	State:	IN	Zip Code:	46725
Job Location (Sec-Twp-Rng):	N/A			County:	Whitley
Subdivision:	N/A			Lot #s:	N/A
Project Name:	GIS Dev. & Implementation			Common Location:	Whitley County

SERVICES TO BE PERFORMED:

Schneider will create and deliver the following digital GIS layers in ESRI format:

1. **Watershed polygon data layer**
 - a. Watershed polygon data layer developed from existing County paper maps provided to Schneider by the Client at the beginning of the project. Data will be aligned using the displacement generated for the parcel conversion.
 - b. The watershed data layer will be attributed with watershed name, as identified on the source maps provided.
2. **Flood Zone polygon data layer**
 - a. Flood Zone polygon data layer developed from current FEMA FIRM maps acquired by The Schneider Corporation.
 - b. Flood zones will be attributed with floodplain type (100 year vs. 500 year).
3. **Project Services**
 - a. Project management and consulting
 - b. Quality Assurance management
 - c. Project and system design including:
 - i. Development of procedures manual
 - ii. Project file setup
 - iii. On site setup and installation

Number of Copies To Be Provided:	1	Date To Be Completed:	July 31, 2005
Mail Additional Copy To:	N/A		
Cost of Professional Services:	\$29,000.00	Client Order/P.O. #:	

TERMS AND CONDITIONS

1. For and in consideration of the mutual promises contained in this Work Order/Contract For Professional Services ("Work Order"), The Schneider Corporation ("Schneider") and Client agree as follows:
2. Acceptance of this Work Order by Client shall be acceptance of all terms and conditions recited herein or incorporated by reference. Allowing Schneider to commence work or preparation for work will constitute acceptance by Client of this Work Order and all its terms and conditions. Quotations herein, unless otherwise stated, are for immediate acceptance and subject to change.
3. Schneider shall provide Client services as described in Services to be Performed. Schneider shall use the standard of care typically exercised in conducting professional practices outlined in the Services to be Performed.
4. Client agrees to pay all fees within 30 days of the date of the invoice. Balances due over 30 days will be assessed an interest rate of 1½ % per month (18% per year). Client agrees to pay for any costs of collection including, but not limited to lien costs, court costs or attorney's fees involved in or arising out of collecting any unpaid or past due balances.
5. Client's Responsibilities: Client shall do the following in a timely manner so as not to delay the services of Schneider: (1) Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Work Order. Such person shall have complete authority to transmit instructions and receive information with respect to Schneider's Services to be Performed. Schneider may rely fully on information and instructions provided by Client's representative. Hereinafter, all references in this Work Order to "Client" mean Client or Client's Representative. (2) Provide all criteria and full information as to Client's requirements for the services to be provided, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and

construction standards which Client will require to be included in the Drawings and Specifications. (3) Assist Schneider by placing at Schneider's disposal all available information pertinent to the services to be provided including previous reports and any other data relative to design or construction of the services to be provided; all of which Schneider may use and rely upon in performing the services under this Work Order. (4) Give prompt written notice to Schneider whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Schneider's services, or any defect or nonconformance in the work of any contractor.

6. Upon acceptance of this Work Order, Schneider shall be given a reasonable time in which to commence and complete the performance of the services to be Performed. Schneider shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including but not limited to delays caused by the Client.
7. Notwithstanding any provision contained in this Work Order or any other documents between Client and Schneider, Schneider may file a lien or claim on its behalf in the event that any payment to Schneider is not made as and when provided for by this Work Order.
8. Term and Termination. Schneider's obligation to render services under this Work Order will extend for a period which may reasonably be required for the services to be provided, including extra work and required extensions. If Client fails to give prompt authorization to proceed, or if Schneider's services are delayed or suspended by Client for more than three months for reasons beyond Schneider's control, Schneider may, after giving seven days' written notice to Client, suspend or terminate services under this Work Order. If payment is not received within 45 days of the date of invoice, Schneider reserves the right, after giving seven days notice to Client, to suspend services to Client or to terminate this Work Order. Schneider shall not be liable to Client or any third parties for any damages caused by the suspension or termination of work for non-payment. Client may terminate this Work Order for any reason or without cause upon thirty days written notice to Schneider. If any work covered by this Work Order is suspended, terminated or abandoned, the Client shall compensate Schneider for services rendered to the date of written notification of such suspension, termination or abandonment.
9. Computer Files. All Computer files or other electronic media including the raw data contained therein (hereafter "Computer Files") supplied by Schneider are supplied subject to these terms and conditions:
 - A. Computer Files may be protected by trade secret, copyright, and other proprietary rights, and title and ownership of these rights and in the Computer Files remain in Schneider. Schneider hereby grants a revocable license to Client to use the Computer Files in a manner consistent with the uses traditionally made of the information contained therein were such information provided by Schneider solely in hard copy. Schneider reserves all rights not expressly granted.
 - B. To the extent the Computer Files include any trade secret or other confidential information of Client, Schneider agrees to keep such information confidential, but Schneider is otherwise free to use the Computer Files and other related materials in other projects for Client or for third parties.
 - C. Schneider shall have no liability or responsibility for problems with the Computer Files caused by misuse, improper installation, alteration or modification by Client, or for problems arising out of the malfunction of Client's equipment or other software not supplied by Schneider.
 - D. Unless certified by Schneider in writing, the Computer Files may not identically conform to corresponding information provided in hard copy, and Schneider does not warrant the accuracy of the information contained in the Computer Files.
 - E. To the fullest extent allowed by law, and except for the warranties expressly stated herein, the computer files are provided "as is", and Schneider disclaims all other warranties, terms or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties or conditions regarding merchantability, fitness for a particular purpose, non-infringement, and satisfactory quality.
 - F. Schneider shall not be liable to client for any incidental, special, indirect, consequential or punitive damages of any character, including without limitation, damages for: loss of business or good will, work stoppage, loss of information or data, loss of revenue or profit, computer failure, or other financial loss arising out of or in connection with the installation, maintenance, use, performance or failure of the computer files, regardless of the legal theory asserted, whether based on breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, and even if Schneider has been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose. Schneider's liability to client, regardless of the legal theory of any claim, shall not exceed the fees paid to Schneider in connection with Schneider's provision of the computer files.
 - G. Limitation of Liability and Responsibilities. The Client shall hold harmless and indemnify Schneider from all losses, damages, costs and expenses which Schneider may suffer or sustain which results from acts or omission of any contractor, subcontractor, supplier, or any of their agents, employees or any other persons (except Schneider's own employees and agents) at the site or otherwise furnishing or performing any work. Nothing contained in this paragraph, however, shall be construed to release Schneider from liability for failure to properly perform duties and responsibilities assumed by Schneider under this Work Order.
10. Assignment. Neither Schneider nor Client shall assign, sublet or transfer any rights under or interest in this Agreement without prior written consent of the other party. Any assignments shall be of all rights, obligations, interest and responsibilities hereunder. Nothing in this paragraph shall prevent Schneider from employing independent Schneider associates and consultants to assist in the performance of the services hereunder.
11. Rights and Benefits. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Schneider, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Client and Schneider and not for the benefit of any other party. All reports, field notes, drawings, and any other documents, data or information prepared by Schneider in conjunction with the services provided for under this Work Order shall remain the sole property of Schneider.
12. Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.
13. Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

Whitley County Hereby agrees to the terms and conditions referenced in this Work Order.

SIGNATURE: <i>Tom Rethlake</i>	DATE: <i>12-14-09</i>
PRINTED NAME: <i>Tom RETHLAKE</i>	TITLE: <i>Co. Commissioner</i>

Whitley County, Indiana
Phase II - GIS Data Layer Conversion Costs and Services

		Cost	Cost
		2005	2004
1.1	Project Setup Costs		
	Project Design	\$2,963	\$600
	Creation of Procedure Manuals	\$5,925	\$1,200
	Software Customization/Programming Time	\$4,275	
	Other Expenses (i.e., on-site meetings; Travel)	\$900	
	Total Cost	\$14,063	\$1,800
1.2	Data Conversion Costs		
	Assessor's Land Use	\$58,800	
	Flood Plains		\$11,760
	Legal Drains	\$33,754	
	Watersheds		\$8,438
	Soils	\$2,800	
	Quality control	\$15,665	\$4,127
	Total Cost	\$111,019	\$24,325
1.3	Project Services Costs		
	Project management & Consulting	\$23,330	\$2,875
	Web hosting for 18 months - thru 2006	\$12,600	
	Metadata	\$2,000	
	Total Cost	\$37,930	\$2,875
1.4	Purchased and Customized Software Costs		
	Ag Valuation Software from GeoGear, single seat license	\$2,495	
	ArcIMS web site development	\$5,000	
	Total Cost	\$7,495	
1.5	Training Costs		
	Ag Valuation Software installation & training	\$1,400	
	Total Cost	\$1,400	
	GIS Data Layer Conversion Costs Total Amount	\$171,907	\$29,000